

**Bond Guaranteeing  
Sponsors' Performance**

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 0000-0000  
(exp. 00/00/00)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, Principal(s), having an office at \_\_\_\_\_, and \_\_\_\_\_, Surety, having an office at \_\_\_\_\_.

The Principals have entered into a certain Agreement with the Secretary of Housing and Urban Development (the Secretary) dated \_\_\_\_\_, 20\_\_\_\_, under which the Principals undertake to deposit in escrow the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (herein, the Deposit), on or before \_\_\_\_\_, 20\_\_\_\_, in order to meet the requirements of the Secretary's Commitment for Insurance involving a certain housing project known as \_\_\_\_\_, No. \_\_\_\_\_ - \_\_\_\_\_ (the Project), located in \_\_\_\_\_.

The Principals and the Surety are held and firmly bound unto the Secretary in the amount of the Deposit, for the payment whereof the Principals and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents; and the condition of the obligation is such that if the Principals shall make the Deposit required by the Agreement, or, in the event that the Principals shall default in such obligation the Surety shall, promptly after written notice of such default, make the Deposit on behalf of the Principals, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The parties hereto have duly executed this Agreement as of the day and year first above written.

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

**Warning:**

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims and penalties under 24 C.F.R parts 24, 28 and 30.